

UNITED STATES DISTRICT COURT
THE CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

CHARLES WALL, individually;
DEEDEE ROBINSON, individually,
Plaintiffs,

v.

RIVERSIDE COUNTY SHERIFF'S
DEPARTMENT; a public entity;
COUNTY OF RIVERSIDE, a public
entity; SHERIFF CHAD BIANCO, in
his individual and official capacities;
EDWARD DELGADO; JAMES
KRACHMER; VICTORIA
VARISCO-FLORES; and DOES 1
through 10, individually, jointly and
severally,

Defendants.

CASE NO.: 5:23-cv-02343-JGB-SPx
*[Assigned to the Hon. Jesus G. Bernal,
District Judge; Referred to the Hon. Sheri
Pym, Magistrate Judge]*

DISCOVERY MATTER

STIPULATED PROTECTIVE ORDER

PURSUANT TO THE STIPULATION OF THE PARTIES (docket no. 26), and pursuant to the Court's inherent and statutory authority, including but not limited to the Court's authority under the applicable Federal Rules of Civil Procedure and the United States District Court, Central District of California Local Rules; after due consideration of all of the relevant pleadings, papers, and records in this action; and upon such other evidence or argument as was presented to the Court; Good Cause appearing therefor, and in furtherance of the interests of justice,

IT IS HEREBY ORDERED that:

1. PURPOSES AND LIMITATIONS/GOOD CAUSE STATEMENT

A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to a confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

Plaintiffs and the individual Defendants may produce certain documents in this case that contain personal medical, employment or financial information. Such information may implicate the privacy interests of the party and are properly protected through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 35 n.21 (1984) ("Rule 26(c) includes among its express purposes the protection

1 of a 'party or person from annoyance, embarrassment, oppression or undue burden or
2 expense.' Although the Rule contains no specific reference to privacy or to other rights
3 or interests that may be implicated, such matters are implicit in the broad purpose and
4 language of the Rule."); *Soto v. City of Concord*, 162 F.R.D. 603, 617 (N.D. Cal. 1995)
5 (a party's privacy rights are to be protected through a "carefully crafted protective
6 order.").

7 Defendants contend that there is good cause and a particularized need for a
8 protective order to preserve the interests of confidentiality and privacy in peace officer
9 personnel file records and associated investigative or confidential records for the
10 following reasons.

11 First, Defendants contend that peace officers have a federal privilege of privacy
12 in their personnel file records: a reasonable expectation of privacy therein that is
13 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
14 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
15 (9th Cir, 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-13
16 (E.D. Cal. 2012) (concluding that "while "[f]ederal law applies to privilege based
17 discovery disputes involving federal claims," the "state privilege law which is
18 consistent with its federal equivalent significantly assists in applying [federal] privilege
19 law to discovery disputes"); *Soto v. City of Concord*, 162 F.R.D. 603, 613 n. 4, 616
20 (N.D. Cal. 1995) (peace officers have constitutionally-based "privacy rights [that] are
21 not inconsequential" in their police personnel records); *cf.* Cal. Penal Code §§ 1040-
22 1047. Defendants further contend that uncontrolled disclosure of such personnel file
23 information can threaten the safety of non-party witnesses, officers, and their
24 families/associates.

25 Second, Defendants contend that municipalities and law enforcement agencies
26 have federal deliberative-executive process privilege, federal official information
27 privilege, federal law enforcement privilege, and federal attorney-client privilege
28 (and/or attorney work product protection) interests in the personnel files of their peace

1 officers – particularly as to those portions of peace officer personnel files that contain
2 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
3 communications for the purposes of obtaining or rendering legal advice or analysis –
4 potentially including but not limited to evaluation/analytical portions of Internal
5 Affairs type records or reports, evaluative/analytical portions of supervisory records or
6 reports, and/or reports prepared at the direction of counsel, or for the purpose of
7 obtaining or rendering legal advice. See Sanchez, 936 F.2d at 1033-1034; *Maricopa*
8 *Audubon Soc'y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
9 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
10 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
11 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
12 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
13 further contend that such personnel file records are restricted from disclosure by the
14 public entity's custodian of records pursuant to applicable California law and that
15 impairment in the collection of third-party witness information and statements and
16 related legitimate law enforcement investigation into alleged misconduct that can erode
17 a public entity's ability to identify and/or implement any remedial measures that may
18 be required.

19 Third, Defendants contend that, since peace officers do not have the same rights
20 as other private citizens to avoid giving compelled statements, it is contrary to the
21 fundamental principles of fairness to permit uncontrolled release of officers' compelled
22 statements. See generally *Lybarger v. City of Los Angeles*, 40 Cal.3d 822, 828-830
23 (1985); cf. U.S. Const., amend V.

24 Accordingly, Defendants contend that, without a protective order preventing
25 such, production of confidential records in the case can and will likely substantially
26 impair and harm defendant public entity's interests in candid self-critical analysis, frank
27 internal deliberations, obtaining candid information from witnesses, preserving the
28 safety of witnesses, preserving the safety of peace officers and peace officers' families

1 and associates, protecting the privacy officers of peace officers, and preventing pending
2 investigations from being detrimentally undermined by publication of private,
3 sensitive, or confidential information – as can and often does result in litigation.

4 Plaintiffs do not agree with and do not stipulate to Defendants' contentions stated
5 above. Plaintiffs have expressed their concerns pertaining to the use of stipulated
6 protective orders in federal civil rights actions. To begin, documents exchanged in
7 discovery are presumptively public in nature. *San Jose Mercury News, Inc. v. U.S.*
8 *District Court*, 187 F.3d 1096, 1103 (9th Cir. 1999). Furthermore, the public maintains
9 a notable interest in the protection of civil rights and government accountability,
10 including in allegations of law enforcement misconduct. *See, e.g., Nixon v. Warner*
11 *Communications, Inc.*, 435 U.S. 589, 597 & n. 7 (1978) (explaining the interest of
12 citizens in "keep[ing] a watchful eye on the workings of public agencies"). While
13 Plaintiffs do not disagree that certain law enforcement documents, an specifically
14 personnel files, warrant the protections afforded by protective orders, Plaintiffs object
15 to the use of protective orders as blanket "confidential" designations. Given the legal
16 issues existing in the *Wall* matter (*i.e.*, whether custody/medical personnel's deliberate
17 indifference resulted in the injury), it is Plaintiffs' position that the public interest in
18 government accountability and transparency clearly outweighs any speculative harms
19 the Defendants may allege exist.¹ Nonetheless, and in the interest of expediency given
20 the controlling Scheduling Order in the *Wall* matter, Plaintiffs agree to enter into a
21 Stipulated Protective Order to preserve the respective interests of the parties.

22 **2. DEFINITIONS**

23 2.1 Action: this pending federal law suit.

24 2.2 Challenging Party: a Party or Non-Party that challenges the designation
25 of information or items under this Order.

26
27 ¹ As a general rule, the public is permitted access to litigation documents and information produced during
28 discovery, and the party opposing such disclosure must demonstrate particularized harm and, if such specific harm does
exist, the Court must still proceed to balance the competing private and public interests at stake. *In re Roman Catholic*
Archbishop, 661 F.3d 417 (9th Cir. 2011); *see also Glenmede Trust Co. v. Thompson*, 56 F.3d 476, 483 (3d Cir. 1995)
(identifying factors to consider in balancing competing interests.)

1 2.3 "CONFIDENTIAL" Information or Items: information (regardless of the
2 medium or how generated, stored, or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), as specified above in the Good
4 Cause Statement, and other applicable federal privileges.

5 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
6 support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 "CONFIDENTIAL."

10 2.6 Disclosure or Discovery Material: all items or information, regardless of
11 the medium or manner generated, stored, or maintained (including, among other things,
12 testimony, transcripts, or tangible things), that are produced or generated in disclosures
13 or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
16 expert witness or as a consultant in this Action.

17 2.8 House Counsel: attorneys who are employees of a Party to this Action.
18 House Counsel does not include Outside Counsel of Record or any other outside
19 counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a party
23 to this Action but are retained to represent or advise a party to this Action and have
24 appeared in this Action on behalf of that party or are affiliated with a law firm which
25 has appeared on behalf of that party, and includes support staff.

26 2.11 Party: any part to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation support
4 services (e.g., photocopying; videotaping; translating; preparing exhibits or
5 demonstrations; and organizing, storing, or retrieving data in any form or medium) and
6 their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as "CONFIDENTIAL."

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
10 from a Producing Party.

11 **3. SCOPE**

12 The protections conferred by this Stipulation and Order cover not only Protected
13 Material (as defined above), but also (1) any information copied or extracted from
14 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
15 Material; and (3) any testimony, conversations, or presentations by Parties or their
16 Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the Orders of the trial
18 judge. This Order does not govern the use of Protected Material at trial.

19 **4. DURATION**

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
22 in writing or a court order otherwise directs. Final disposition shall be deemed to be
23 the later of (1) dismissal of all claims and defenses in this Action, with or without
24 prejudice; and (2) final judgment herein after the completion and exhaustion of all
25 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
26 for filing any motions or applications for extension of time pursuant to applicable law.

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify so that other portions of the material, documents, items, or communications for
8 which protection is not warranted are not swept unjustifiably within the ambit of this
9 Order.

10 Mass, indiscriminate, or routine designations are prohibited. Designations that
11 are shown to be clearly unjustified, or that have been made for an improper purpose
12 (e.g., to unnecessarily encumber the case development process or to impose
13 unnecessary expenses and burdens on other parties) may expose the Designating Party
14 to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
20 or ordered, Disclosure or Discovery Material that qualifies for protection under this
21 Order must be clearly so designated before the material is disclosed or produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (e.g., paper or electronic
24 documents, but excluding transcripts of depositions or other pretrial or trial
25 proceedings), that the Producing Party affix at a minimum, the legend
26 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
27 contains protected material. If only a portion or portions of the material on a page
28 qualifies for protection, the Producing Party also must clearly identify the protected

1 portion(s) (e.g., by making appropriate markings in the margins).

2 A Party or Non-Party that makes original documents available for inspection
3 need not designate them for protection until after the inspecting Party has indicated
4 which documents it would like copied and produced. During the inspection and before
5 the designation, all of the material made available for inspection shall be deemed
6 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
7 copied and produced, the Producing Party must determine which documents, or
8 portions thereof, qualify for protection under this Order. Then, before producing the
9 specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to
10 each page that contains Protected Material. If only a portion or portions of the material
11 on a page qualifies for protection, the Producing Party also must clearly identify the
12 protected portion(s) (e.g., by making appropriate markings in the margins). Markings
13 added to documents pursuant to this paragraph shall not obscure the content or text of
14 the documents produced.

15 (b) for testimony given in depositions that the Designating Party
16 identify the Disclosure or Discovery Material on the record, before the close of the
17 deposition all protected testimony. The court reporter must affix to each such transcript
18 page containing Protected Material the "CONFIDENTIAL legend", as instructed by
19 the Designating Party.

20 (c) for information produced in some form other than documentary and
21 for any other tangible items, that the Producing Party affix in a prominent place on the
22 exterior of the container or containers in which the information or item is stored the
23 legend "CONFIDENTIAL." If only a portions or portions of the information or item
24 warrant protection, the Producing Party, to the extent practicable, shall identify the
25 protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
27 failure to designate qualified information or items as "CONFIDENTIAL" does not,
28 standing alone, waive the Designating Party's right to secure protection under this

1 Stipulation and its associated Order for such material. Upon timely correction of a
2 designation, the Receiving Party must make reasonable efforts to assure that the
3 material is treated in accordance with the provisions of this Order.

4 5.4 Privilege Logs. If a party withholds information that is responsive to a
5 discovery request by claiming that it is privileged or otherwise protected from
6 discovery, that party shall promptly prepare and provide a privilege log that is
7 sufficiently detailed and informative for the opposing party to assess whether a
8 document's designation as privileged is justified. *See* Fed. R. Civ. P. 26(b)(5). The
9 privilege log shall set forth the privilege relied upon and specify separately for each
10 document or for each category of similarly situated documents:

- 11 (a) the title and description of the document, including number of pages
12 or Bates- number range;
- 13 (b) the subject matter addressed in the document;
- 14 (c) the identity and position of its author(s);
- 15 (d) the identity and position of all addressees and recipients;
- 16 (e) the date the document was prepared and, if different, the date(s) on
17 which it was sent to or shared with persons other than its author(s); and
- 18 (f) the specific basis for the claim that the document is privileged and
19 protected.

20 Communications involving counsel that post-date the filing of the complaint
21 need not be placed on a privilege log.

22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court's Scheduling
25 Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 *et seq.*

28 6.3 The burden of persuasion in any such challenge proceeding shall be on the

1 Designating Party. Frivolous challenged, and those made for an improper purpose
2 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
3 expose the Challenging Party to sanctions. Unless the Designating Party has waived
4 or withdrawn the confidentiality designation, all parties shall continue to afford the
5 material in question the level of protection to which it is entitled under the Producing
6 Party's designation until the Court rules on the challenger.

7 6.4 Withdrawal of "CONFIDENTIAL" Designation. At its discretion, a
8 Designating Party may remove Protected Material from some or all of the protections
9 and provisions of this Stipulated Protective Order at any time by any of the following
10 methods:

11 (a) Express Written Withdrawal. A Designating Party may withdraw a
12 "CONFIDENTIAL" designation made to any specified Protected Material from some
13 or all of the protections of this Stipulated Protective Order by an express withdrawal in
14 writing signed by the Designating Party or Designating Party's counsel (but not
15 including staff of such counsel) that specifies and itemizes the Disclosure or Discovery
16 Material previously designated as Protected Material that shall not longer be subject to
17 some or all of the provisions of this Stipulated Protective Order. Such express
18 withdrawal shall be effective when transmitted or served upon the Receiving Party. If
19 a Designating Party is withdrawing Protected Material from only some of the
20 provisions/protections of this Stipulated Protective Order, the Designating Party must
21 state which specific provisions are no longer to be enforced as to the specified material
22 for which confidentiality protection hereunder is withdrawn: otherwise, such
23 withdrawal shall be construed as a withdrawal of such material from all of the
24 protections/provisions of this Stipulated Protective Order;

25 (b) Express Withdrawal on the Record. A Designating Party may withdraw
26 a "CONFIDENTIAL" designation made to any specified Protected Material from all
27 of the provisions/protections of this Stipulated Protective Order by verbally consenting
28 in court proceedings on the record to such withdrawal – provided that such withdrawal

1 specifies the Disclosure or Discovery Material previously designated as Protected
2 Material shall no longer be subject to any of the provisions of this Stipulation and
3 Order;

4 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
5 Designating Party shall be construed to have withdrawn a "CONFIDENTIAL"
6 designation made to any specified Protected Material from all of the
7 provisions/protections of this Stipulated Protective Order by either (1) making such
8 Protected Material part of the public record – including but not limited to attaching
9 such as exhibits to any filing with the court without moving, prior to such filing, for
10 the court to seal such records; or (2) failing to timely oppose a Challenging Party's
11 motion to remove a "CONFIDENTIAL" designation to specified Protected Material.

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
14 disclosed or produced by another Party or by a Non-Party in connection with this
15 Action only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and under the
17 conditions prescribed in this Order. When the Action has been terminated, a Receiving
18 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
25 only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
27 employees of such Counsel to whom it is reasonably necessary to disclose the
28 information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this Action and who have signed the
5 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional
9 Vendors to whom disclosure is reasonably necessary for this Action and who have
10 signed the " Acknowledgment and Agreement to Be Bound" (Exhibit A);

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
15 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
16 not be permitted to keep any confidential information unless they sign the
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
18 by the Designating Party or ordered by the court. Pages of transcribed deposition
19 testimony or exhibits to depositions that reveal Protected Material may be separately
20 bound by the court reporter and may not be disclosed to anyone except as permitted
21 under this Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
25 **IN OTHER LITIGATION**

26 If a Party is served with a subpoena or a court order issued in other litigation that
27 compels disclosure of any information or items designated in this Action as
28 "CONFIDENTIAL," that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena or
5 order is subject to Protective Order. Such notification shall include a copy of this
6 Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued by
8 the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this action
11 as "CONFIDENTIAL" before a determination by the court from which the subpoena
12 or order issued, unless the Party has obtained the Designating Party's permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that court
14 of its confidential material and nothing in these provisions should be construed as
15 authorizing or encouraging a Receiving Party in this action to disobey a lawful directive
16 from another court.

17 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
18 **PRODUCED IN THIS LITIGATION**

19 (a) The terms of this Order are applicable to information produced by a Non-
20 Party in this Action and designated as "CONFIDENTIAL." Such information produced
21 by Non-Parties in connection with this litigation is protected by the remedies and relief
22 provided by this Order. Nothing in these provisions should be construed as prohibiting
23 a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party's confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
27 information, then the Party shall:

28 (1) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality agreement
2 with a Non-Party;

3 (2) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a reasonably
5 specific description of the information requested; and

6 (3) make the information requested available for inspection by the
7 Non-Party, if requested.

8 (c) If the Non-Party fails to seek a protective order from this court within 14
9 days of receiving the notice and accompanying information, the Receiving Party may
10 produce the Non-Party's confidential information responsive to the discovery request.
11 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
12 any information in its possession or control that is subject to the confidentiality
13 agreement with the Non-Party before a determination by the court. Absent a court order
14 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
15 in this court of its Protected Material.

16 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
18 Protected Material to any person or in any circumstance not authorized under this
19 Stipulation and Order, the Receiving Party must immediately: (a) notify in writing the
20 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
21 unauthorized copies of the Protected Material, (c) inform the person or persons to
22 whom unauthorized disclosures were made of all the terms of this Order, and (d)
23 request such person or persons execute the Acknowledgement and Agreement to Be
24 Bound" that is attached hereto as Exhibit A.

25 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
26 **PROTECTED MATERIAL**

27 When a Producing Party gives notice to Receiving Parties that certain
28 inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
3 may be established in an e-discovery order that provides for production without prior
4 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
5 parties reach an agreement on the effect of disclosure of a communication or
6 information covered by the attorney-client privilege or work product protection, the
7 parties may incorporate their agreement in the stipulated protective order submitted to
8 the court.

9 **12. MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
11 person to seek modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in this
15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing of Protected Material. A party that seeks to file under seal any
18 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
19 only be filed under seal pursuant to a court order authorizing the sealing of the specific
20 Protected Material at issue. If a Party's request to file Protected Material under seal is
21 denied by the court, then the Receiving Party may file the information in the public
22 record unless otherwise instructed by the court.

23 **13. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 4, within 60
25 days of a written request by the Designating Party, each Receiving Party must return
26 all Protected Material to the Producing Party or destroy such material. As used in this
27 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
4 category, where appropriate) all the Protected Material that was returned or destroyed
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
8 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
9 legal memoranda, correspondence, deposition and trial exhibits, expert reports,
10 attorney work product, and consultant and expert work product, even if such materials
11 contain Protected Material. Any such archival copies that contain or constitute
12 Protected Material remain subject to this Protective Order as set forth in Section 4
13 (DURATION).

14 Any violation of this Order may be punished by any and all appropriate measures
15 including, without limitation, contempt proceedings and/or monetary sanctions.
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18

19 Dated: October 15, 2024 **GASTÉLUM LAW, APC**

20 By: /s/ Denisse O. Gastélum
21 Denisse O. Gastélum, Esq.
22 Selene Estrada-Villela, Esq.
23 Attorneys for Plaintiffs,
24 CHARLES WALL, *et al.*
25
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27
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1 Dated: October 15, 2024

LAW OFFICES OF CHRISTIAN CONTRERAS
A Professional Law Corporation

3 By: /s/ Christian Contreras
4 Christian Contreras, Esq.
5 Attorneys for Plaintiffs,
6 CHARLES WALL, *et al.*

9 Dated: October 15, 2024

**BONNE, BRIDGES, MUELLER, O'KEEFE &
NICHOLS**
Professional Corporation

12 By: /s/ Michael K. Liu
13 Mitzie L. Dobson
14 Michael K. Liu
15 Attorneys for Defendants,
16 County of Riverside, *et al.*

19 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22 Dated: October 21, 2024

25 

27 Hon. Sheri Pym
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of _____ [insert formal name of the case and the number and initials
assigned to it by the court]. I agree to comply with and to be bound by all the terms of
this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California for
the purpose of enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____